

THIS LANGUAGE IS NON-NEGOTIABLE
WITH THE EXCEPTION OF THE NON-PROPRIETARY DESCRIPTION OF DISCUSSIONS

LOS ALAMOS NATIONAL SECURITY, LLC (LANS)
LOS ALAMOS NATIONAL LABORATORY
NON-DISCLOSURE AGREEMENT
(UNILATERAL-IN)

NDA#

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**FINAL VERSION WILL BE SENT FOR EXECUTION ONCE COMPANY
QUESTIONNAIRE IS COMPLETED AND RETURNED)**

I. This Agreement is between **CompanyName**, having an office at **Address, City, State, Zip**, and Los Alamos National Security, LLC, a Delaware Company having its principal place of business at P.O. Box 1663, Los Alamos, NM 87545, hereinafter referred to as "LANS," operator of the Los Alamos National Laboratory (LANL) under Contract No. DE-AC52-06NA25396 with the U.S. Department of Energy, National Nuclear Security Administration hereinafter referred to as the DOE/NNSA.

II. WHEREAS the **CompanyName** (the Discloser) desires to disclose information, some of which may be Proprietary Information as defined below, to the LANS (the Recipient) for the purpose of **PURPOSE (indicated in our e-mail message to you)**; and WHEREAS the Discloser further desires to protect such Proprietary Information from unauthorized disclosure and use under the terms and conditions contained herein.

III. The parties agree as follows:

1. For the purpose of this Agreement, Proprietary Information¹ means all Information which relates to **NON PROPRIETARY DESCRIPTION OF THE DISCUSSION AREAS** and which is disclosed hereunder by the Discloser to the Recipient for the purpose of stated in Section II of this Agreement; provided that, when disclosed, such Proprietary Information is in written or other permanent form and is identified as proprietary by the Discloser by clear and conspicuous markings. Any information disclosed in unwritten form shall be considered Proprietary Information hereunder, but only to the extent it is identified as such at the time of original disclosure and thereafter summarized in writing with clear and conspicuous markings, and transmitted by Discloser to the Recipient within **fourteen (14) days** of the unwritten disclosure.

2. The Recipient shall preserve Proprietary Information received from the Discloser in confidence for a period of **three (3) years** from the date of disclosure. During this period, the Recipient shall not, directly or indirectly, use, exploit or disclose such Information to any third party without written authorization from the Discloser, except that all Proprietary Information

¹ LANS "Proprietary Information" means information generated in the performance of, or pursuant to the performance of Contract No. DE-AC52-06NA25396 between the Department Of Energy(DOE) and LANS, which would be Proprietary Information had it been generated for a non-federal entity, and which can be restricted from dissemination by applicable laws, and/or DOE rules or regulations.

provided to LANS is subject to inspection by United States Government employees; provided, however, that any such disclosure is further protected under 18 U. S. C. § 1905. Further, the Recipient may disclose Proprietary Information received under this Agreement, in accordance with Section III, Paragraph 13 of this agreement, to those of its employees, sub-contractors, agents, affiliates, consultants thereof who need to know the Proprietary Information for the purpose set out herein, and who, prior to such disclosure agree to comply with the restricted use and non-disclosure provisions of this Agreement. Additional restrictions agreed to by the parties must be made in writing signed by the parties and attached to this Agreement. The obligations of this paragraph shall be considered satisfied by the Recipient through the exercise of the same degree of care used to restrict disclosure and use of its own Proprietary Information of like importance.

3. Proprietary Information received under this Agreement shall not be mechanically or electronically copied or otherwise reproduced by the Recipient without the written consent of the Discloser, except for such copies as may be required for the purpose set out herein. All copies shall contain the same proprietary designations which appear on the original Information.

4. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. This Agreement shall expire **one (1) year** from the effective date set forth below unless terminated earlier. Termination or expiration of this Agreement for any reason shall not relieve the Recipient of any obligation to preserve Proprietary Information received prior to termination or expiration, pursuant to Paragraph 2, and all such obligations shall continue until expiration of the period set forth in Paragraph 2.

5. This Agreement shall not restrict disclosure or use of Proprietary Information that is:

- a. Known to the Recipient without restriction as to further disclosure prior to its disclosure by the Discloser and such prior knowledge can be established, or thereafter; or
- b. developed independently by the Recipient without any use of Proprietary Information; or
- c. Obtained without restriction as to further disclosure from a lawful source other than the Discloser through no breach of confidence by such source; or
- d. In the public domain when received, or thereafter enters the public domain through no fault of the Recipient; or
- e. Disclosed by the Discloser to a third party, including the United States Government, without restriction as to further disclosure or
- f. Is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that Requesting Party shall first notify the Discloser of the order and permit the Discloser to seek an appropriate protective order.

6. Proprietary Information shall remain the property of the Discloser. Neither this Agreement nor the disclosure of Proprietary Information hereunder shall be construed as granting any right or license express or implied under any inventions, patents, or copyrights now or hereafter owned or controlled by the Discloser.

7. Proprietary Information, and other technical information, transmitted between the parties under this Agreement shall be addressed as set forth below, or as otherwise designated by written notice from either party to the other:

Company Name	Los Alamos National Security, LLC
Address	Los Alamos National Laboratory
City, State, Zip	P. O. Box 1663, Mail Stop ____
Attn: Technical Contact	Los Alamos, NM 87545
Telephone:	Attn: Technical Contact
Email:	Telephone:
	Fax:

Other communications relating to the administration of this Agreement shall be addressed as follows:

Company Name	Los Alamos National Security, LLC
Address	Los Alamos National Laboratory
City, State, Zip	P. O. Box 1663, Mail Stop C333
Attn: Administrative Contact	Los Alamos, NM 87545
Telephone:	Attn: Debbie Gonzalez
Email:	Telephone: (505) 667-5841
	Fax: (505) 606-0743
	Email:

8. Upon expiration or early termination of this Agreement, the Recipient shall cease use of Proprietary Information received from the Discloser and shall destroy all such Proprietary Information, including copies thereof, then in its possession or control. Notwithstanding this paragraph, the Recipient may retain one copy of such Proprietary Information for archival purposes.

9. Each party shall bear all costs and expenses incurred by it under or in connection with this Agreement. Nothing in this Agreement shall be construed as an obligation by either party to enter into a contract, subcontract, or other business relationship.

10. The rights and obligations provided by this Agreement shall take precedence over specific legends or statements associated with Proprietary Information when received.

11. A Party will not assign this Agreement without the written consent of the other Party, except that LANS has the right to assign this Agreement to the U.S. Department of Energy or its designee, and LANS will have no further responsibilities except for applicable confidentiality, nonuse, and nondisclosure obligations.

12. This Agreement contains the entire understanding between the parties, superseding all prior or contemporaneous communications, agreements, and understandings between the parties with respect to the disclosure and protection of Proprietary Information. This Agreement shall not be amended except by further written agreement executed by the duly authorized representatives of the parties.

13. Each party is responsible for its own compliance with the United States of America laws and regulations governing export controls.

14. This Agreement shall not constitute any representation, warranty or guarantee to the Recipient by the Discloser with respect to non-infringement of patents or other rights of any other party.

15. The Discloser shall not be liable to the Recipient for any errors or omissions in the Proprietary Information disclosed by it under this Agreement nor for the use or the results of the use of Proprietary Information by the Recipient.

16. Where a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration.

17. Governing Law. This Agreement shall be construed in accordance with, and the rights of the parties shall be governed by the laws of the state of New Mexico or laws determined applicable by a court of competent jurisdiction.

18. This Agreement shall be effective as of the date of the later signature below. This Agreement will be null and void if not fully executed within thirty (30) calendar days of the date of the first signature below.

19. This Agreement may be signed in one or more counterparts (including faxed copies or electronic portable document format (pdf) copies), each of which shall be deemed one and the same original.

IN WITNESS WHEREOF, the parties have caused this Agreement (NDA#) to be executed by their duly authorized representatives.

CompanyName

LOS ALAMOS NATIONAL SECURITY, LLC
Los Alamos National Laboratory

by _____
Name: _____
Title: _____
Date: _____

by _____
Name: _____
Title: _____
Date: _____